

**ARGUMENTS/REMARKS**

**STATUS OF CLAIMS**

Claims 1 – are pending after the foregoing amendment.

Claims 1-17 stand rejected.

Claims 18 – 20 are new.

New claims 18 - have been added. Support for claim 18 is found, for example, in Paragraph [0041]. Support for claim 19 is found, for example in Paragraph [0043] and [0044]. Support for claim 20 is found, for example, in Paragraphs [0054] and [0055].

**Rejection of claims 1-17 as anticipated by U.S. Patent No. 6,594,633 (Broerman)**

Claims 1-17 stand rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 6,594,633 (Broerman). The rejection is respectfully traversed, on the grounds that Broerman does not teach all of the limitations of the rejected claims, as set forth in more detail below.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.' *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)." MPEP 2131. As set forth below, as to each of claims 1-17, there is at least one element which neither expressly nor inherently described in Broerman. Moreover, there is no teaching or suggestion in Broerman to modify Broerman to obtain the claim limitations.

As to claim 12, the Examiner states, on page 3 of the Office Action, that Broerman discloses a method to generate contract documents, referring to col. 2, lines 28-37. The Examiner states that Broerman provides "at least three databases" as property database 20 of figure 3, scheduling database of figure 3 and transaction database of figure 3 and "a maintenance engine" as a search engine 84 of figure 3 for at least one of the databases. The Examiner states that Broerman discloses the claimed feature of "generating at least one document as a function of relationships between the at least three databases, referring generally to Broerman Figures 3-4 and corresponding text. The Examiner further states that Broerman discloses the claimed limitations of "providing the document for review by at least one of a customer, a salesperson and a legal specialist," referring to col. 11, lines 25-43). The Examiner also states that Broerman discloses the claimed limitations of "storing the reviewed document in a protected format; and submitting the document to at least one customer," referring to Broerman, col. 11, lines 44-54).

As to claim 12, the rejection is respectfully traversed on the grounds that Broerman neither teaches nor suggests at least the following limitations of claim 12:

"generating at least one document as a function of relationships between the at least three databases."

While the Examiner refers generally to Figures 3-4 and corresponding text as support for this step in Broerman, in fact, there is no such teaching either in this portion

of Broerman or elsewhere. In Fig. 3 of Broerman, the only documents identified are purchase contract 96 and disclosure document 98. Fig. 3 does not illustrate a link between either of these two documents and any of the identified databases. Fig. 4, which is described at col. 9, lines 9-24, merely provides an illustrative listing of fields in a flat file in a database, namely a property record 102 (col. 9, line 66, to col. 10, line 2). Broerman teaches the filling in of this information manually, teaching, for example, that a seller 12 would be assisted in providing such property description 103. Thus, Fig. 4 does not illustrate a document, and, further does not illustrate a record that is generated as a function of relationships among at least three databases.

Broerman makes clear that neither the electronic purchase contract 96 nor the electronic disclosure document 98 is generated as a function of relationships among at least three databases. Electronic purchase contract 96 is described as including "immutable contract terms which should remain to avoid possible illegal or ill-advised contract terms or omissions" (col. 8, lines 21- 23), and "mutable contract terms that are modified, selected, or completed by the parties." (col. 8, lines 29-31). Thus, the electronic purchase contract 96, far from being generated as a function of relationships among at least three databases, is a fixed form with certain mutable terms that are completed manually by the parties. Disclosure document 98 is briefly mentioned in connection with Fig. 3, at col. 8, lines 48-55. The generation of these documents is further described at col. 11, lines 43-52, as follows:

Generation of the electronic real estate documents (e.g., electronic purchase contract 96 and electronic disclosure document 98) shown in FIGS. 3, 5B, and 5C may be accomplished by storing a word processing template on a computer in the real estate computer network 10. Information supplied by the buyer party 13 or the seller party 12 may be

merged with the word processing template and stored as a document or the mutable terms may be stored separately as a record in a database.

Thus, these documents are generated by a process of merging certain information into a word processing template. Such a process fails to teach or suggest the limitation: "generating at least one document as a function of relationships between the at least three databases."

As an exemplary advantage

For at least the foregoing reasons, claim 12 is allowable.

Claim 13 depends from claim 12, and adds the further limitations:

determining if at least one of a plurality of items requested by the salesperson is stored in one of the at least three databases;

retrieving rules corresponding to the at least one customer stored in one of the at least three databases; and

retrieving rules relating to the requested items stored in one of the at least three databases.

As to claim 13, the Examiner states that Broerman discloses rules relating to information stored in any of the databases of Broerman that are part of the computer software incorporated in the real estate computer network of Broerman for generating a contract, referring to col. 5, lines 10-21. The cited portion of Broerman merely describes computers and software in very general terms. Broerman nowhere discloses "rules corresponding to the at least one customer stored in one of the at least three databases" or "rules relating to the requested items stored in one of the at least three databases." Indeed, to the extent that Broerman implies the existence of rules, there is no indication of rules corresponding to at least one customer, or rules relating to requested items.

For at least the foregoing reasons, as well as the reasons set forth above in connection with claim 12, claim 13 is allowable.

Claim 14 depends from claim 13, and adds the further limiting steps of: "determining if the rules corresponding to the at least one customer are valid; and determining if the rules relating to the requested items are valid." The Office Action does not appear to identify any portion of Broerman that the Examiner believes teaches these limitations. Broerman, in addition to failing to teach rules as claimed in claim 13, does not teach a step of determining whether such rules are valid. For at least this reasons, as well as the reasons set forth above in connection with claims 12 and 13, claim 14 is allowable.

Claim 15 depends from claim 12, and adds, among other limitations, the further method step of: "permitting the operator to modify data, the rules corresponding to the plurality of customers, and the rules relating to the requested items." As Broerman fails to teach "rules corresponding to the plurality of customers," or "rules relating to the requested items," Broerman clearly does not each permitting an operator to modify those rules. For at least this reason, as well as the reasons set forth above in connection with claim 12, claim 15 is allowable.

Claim 16 depends from claim 15, and is allowable for the reasons that claim 15 is allowable.

Claim 17 depends from claim 12, and is allowable for the reasons that claim 12 is allowable.

Claim 1 is an independent apparatus claim. The Office Action states, on page 4, "per claims 1-11, all the limitations of these claims have been noted in the rejection of claims 12-17." This statement is incorrect, as claim 1 includes limitations that are not set forth any of claims 12-17. For example, claim 1 recites, as item (a)(4):

generating a document based on relationships between a first set of retrieved rules corresponding to the at least one requester and a second set of retrieved rules corresponding to the requested items;

Broerman neither teaches nor suggests generating documents based on relationships between first and second sets of retrieved rules. Rather, as explained above, Broerman permits users to fill in blank or mutable terms to generate a document, or teaches merging of information into a template.

Claim 1 also includes the following limitations not set forth in Broerman:

(1) determining if at least one of the items requested is stored in the first memory storage device;

(2) retrieving rules corresponding to the at least one requestor stored in the third memory storage device;

(3) retrieving from the second memory storage device rules relating to the requested items;

Broerman nowhere suggests or discloses rules corresponding to a requestor stored in a memory storage device, or rules stored in a second memory storage device relating to items stored in a first memory storage device. For at least the foregoing reasons, in addition to those set forth above, claim 1 is allowable.

Claim 2 depends from claim 1, and includes the further limitation that the items in the first memory storage device define products. Broerman does not teach products, as Broerman is directed solely to real estate transactions. For this reason, as well as the reasons set forth above in connection with claim 1, claim 2 is allowable.

Claim 3 depends from claim 1, and adds the further limitation that the rules in the second memory storage device define legally binding rules regarding each of the items stored in the first memory storage device. Broerman nowhere teaches or suggests that rules in one memory storage device define legally binding rules regarding each of the items in another memory storage device. For this reason, as well as the reasons set forth above in connection with claim 1, claim 3 is allowable.

Claim 4 depends from claim 1, and recites the further limitation that the rules in the third memory storage device define preferences of each requestor. Broerman nowhere teaches or suggests a memory storage device that teaches storage of preferences of requestors. For this reason, as well as the reasons set forth above in connection with claim 1, claim 4 is allowable.

Claims 5, 6 and 7 depend directly or indirectly from claim 1, and are allowable for the reasons that claim 1 is allowable.

Claims 8 and 9 both recite the step of determining if rules stored in one of the memory storages are valid. Broerman does not recite such a step.

Claims 10 and 11 depend from claim 1, and are allowable for the reasons that claim 1 is allowable.

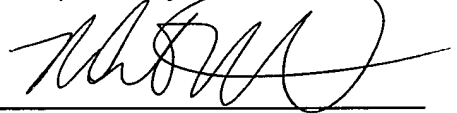
New claims 18 – 20 depend directly or indirectly from claim 12, and are allowable over the prior art of record at least for the reasons set forth above in connection with claim 12.

### **CONCLUSION**

Wherefore, Applicant believes he has addressed all outstanding matters, and respectfully requests that claims 1 – 20 be allowed.

Should there be any questions or outstanding matters, the Examiner is cordially invited and requested to contact Applicant's undersigned attorney at his number listed below.

Respectfully submitted,



Robert E. Rosenthal

Reg. No. 33,450

**Plevy, Howard & Darcy, P.C.**

P.O. Box 226

Fort Washington, PA 19034

(215) 542-5824

(215) 542-5825 (fax)

Dated: September 6, 2005